TERMS AND CONDITIONS:

Below are the terms and conditions, rules and regulations for the Mona Vale Xmas Market 2026.
The term “The organiser” refers to Owen Heywood and any associated employees or sub-contractors.

The term “The event” refers to the Mona Vale Xmas Market 2025, to be held on Sunday the 12th of December 2026.

Submission of an application Mona Vale Xmas Market 2025 indicates that you have read, agreed to and will comply with these terms and conditions.

The organiser and any associated employees and sub-contractors will, in no way be liable for any loss or damage, including to stallholders, their products and their stalls.

TRADING HOURS:
The Mona Vale Xmas Market 2026 trading hours are strictly 9am till 4pm.
All stalls must be set up and ready to trade by 9am.
All stalls must promptly finish trading at 4pm and proceed to pack up their stall to be ready for their allocated exit time.

STALL SPACES:
All stall spaces are Three Metres by Three Metres (3m x 3m). Any encroachment into other stall spaces and non-stall/pedestrian areas is strictly not allowed. A cessation of trading may be enforced if this is breached.
If your stall set up is larger than 3m x 3m, you need to notify the organiser before the event, extra charges for larger sites may apply. If you do not inform the organiser, you may not fit in your allocated site and will be sent away without refund.

ALLOCATION OF STALLS:
Allocation of stalls is to be undertaken by the organiser only.
Stall spaces are non-transferable, no “sub-letting” of stalls is allowed.
Stall space and location will be allocated to stallholders once the appropriate stall payment has been received and with payments via cheque, only when received, banked and funds have been cleared.
No microphone/PA system or music can be played at a stall.
Weights must be used to secure the stall structure.
Pegging is strictly not allowed; this is Northern Beaches Council policy.
Any damage caused by pegging (e.g., damage to utilities such as water/waste piping and electrical cables), is the responsibility of the stallholder including costs associated with rectifying the damage.
Any injuries, damage or loss caused by unsecured stall infrastructure is the responsibility of the stallholder and their insurance company.

The organiser reserves the right to refuse a stall’s entry and trading at the market. If a stallholder is aggressive, abusive or rude to the organiser, any of the organiser’s staff, other stallholders, or the general public, the stallholder will be immediately asked to leave the site without refund.

POWER:
No power will be accessible to stalls, unless previously negotiated with the organiser.
All electrical equipment and leads must be tested and tagged by a qualified electrician.

RUBBISH/WASTE:
Stallholders are required to leave their stall space in the same condition as they found it.
All rubbish must be removed and all care is to be taken not to damage the ground.
The bins provided on the event site are for the general public and strictly not for stallholder waste.
If waste is left, and requires cleaning up by the organiser, a cleaning fee of $50 will be charged and the stallholder may not be allowed to trade at any future events.
Due to Council's new sustainability and waste policy, the following items are banned from use at the event:

- Plastic bags
- Plastic plates or cutlery,
- Polystyrene packaging,
- The sale of single use plastic water bottles,
- Plastic straws, and
- Single serve sachets (e.g. sugar)

If you are using/selling any of the above items, you will be asked to cease, or asked to stop trading if there are no alternatives.
Stallholders will be required to provide the organiser with a completed **EVENT WASTE VOLUME FORM**, outlining anticipated waste generated by the stall at the event, if you do not provide the completed form, you will not be allowed to trade at the event.

VEHICLE ACCESS:
Vehicle access is for unloading stall infrastructure and stock only, once unloaded; the stallholder's vehicle will need to vacate the site as quickly as possible.
Vehicle access at the end of the event will only be allowed once the stall and products are packed up and ready to load on/into the vehicle.

Only if negotiated with the organiser will vehicles be allowed to stay onsite, this will only be when the vehicle forms part of the stall, or is required for power, refrigeration or excess stock.
There is a maximum speed of 5km/h on site (this is a slow walking pace), if stallholders feel the need to drive faster than this, they may be asked to leave without refund.

All vehicles must use their hazard lights when driving on the event site.

There are no allocations of temporary parking stickers/tickets for the event, all council parking restrictions in the area apply, there is limited all day parking in surrounding streets, Pittwater Place Shopping Centre (on Park St) has secured undercover parking.

For safety reasons, you cannot enter the event area with your vehicle until after 5pm. If you need to leave early, you will need to carry your stall and stock out of the event area.

If there has been heavy rain leading up to the event, Northern Beaches Council may ban vehicles from accessing the park, so there is a chance you will have to carry your infrastructure and stock to your site, In the unlikely event that this does happen, the organiser will provide some extra staff to help with heavy items, but this help it is not guaranteed, due to the number of stalls.

WET WEATHER POLICY:
The Mona Vale Xmas Market is an all-weather event and will run-in all-weather conditions deemed reasonable and non-hazardous to all participants.
No refunds will be given due to poor weather.

CANCELLATION POLICY:
Refunds will be given in the following situations:
Cancellation greater than one month prior the event, full refund.
Between one month and one week prior the event, full refund (less a 20% admin fee)
No refund will be given if you cancel the week leading up to the event.
If you are unable to make the event on the day, for any reason (e.g. car troubles, staffing issues, or illness), no refund will be given.
If you decide on the day that your allocated space isn't optimal and that you don't want to trade at the event, you will not receive a refund.

SALE OF GOODS:
By trading at the event, all NSW laws regarding to the sale of goods must be adhered to. This includes all regulations under the trade practices act regarding the sale of goods, refunds, etc.

PRODUCT AUTHENTICITY:
Any products you, as a stallholder sell at the event, must not breach any copyright laws. Stalls that sell branded or copyright products must have permission and the legal right to sell these goods, if you are selling goods that are counterfeit, or do not have permission to sell, you will be asked to discontinue selling the items, or asked to leave the event.

PRODUCT LABELING:
No misleading product labelling shall be used, if a product is labelled "organic" for instance, it must have certification from the appropriate body/bodies.

FOOD VENDORS:
It is the responsibility of all food vendors, to make sure they are compliant with all sales of food regulations, the Northern Beaches Council and the NSW Food Authority websites have resources available to make sure you comply.
The Northern Beaches Council food inspectors will come on the day of the event.
The organiser bares no responsibility for breaches to food handling compliance.
No refunds will be paid if you are given a cease of trade order or a fine from the Northern Beaches Council food inspectors.
No plastic or polystyrene plates, packaging or cutlery can be used.
The sale of bottled water is banned at the event, this is Council policy and not negotiable.
Council requires the organiser to provide them with a list of food vendors and a breakdown of all waste each vendor will produce on the day, including the brand name/supplier of all disposable food service products,

INSURANCE:
All stallholders must have a minimum of $10,000,000 public and/or (when required by regulations) product liability insurance policy. Proof of this policy must be provided before a stall is allowed to trade.

Any breach of the above rules and regulations may result in eviction from the event site and impede your participation in future events.